

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	LICENSE	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	HOMELEC KOREA CO., LTD.	11/07/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PADO, INC.	
<b>Street Address:</b>	28340 AVENUE CROCKER	
<b>Internal Address:</b>	#100	
<b>City:</b>	VALENCIA	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	91355	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	D729398
	<b>Application Number:</b>	15110695
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
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<b>Correspondent Name:</b>	JOEL IP LAW OFFICES OF JOEL VOELZKE, APC VOELZKE	
<b>Address Line 1:</b>	24772 W. SADDLE PEAK ROAD	
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<b>ATTORNEY DOCKET NUMBER:</b>	220-018	
<b>NAME OF SUBMITTER:</b>	JOEL D. VOELZKE	
<b>SIGNATURE:</b>	/Joel D. Voelzke73/	
<b>DATE SIGNED:</b>	11/07/2018	
<b>Total Attachments: 2</b>		
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source=HomElec Exclusive License (signed)#page2.tif		

## EXCLUSIVE PATENT LICENSE

WHEREAS Homelec Korea Co., Ltd (KR) ("HomElec") having a place of business at A-522, Tera Tower, 651, Munjeong-dong, Songpa-gu, Seoul, Korea 05855, is the owner of:

1. U.S. Design Patent No. D729,398 issued May 12, 2105, entitled "Rechargeable Dual Massager," and
2. pending U.S. Patent Application No. 15/110,695 having a §371(c)(1) filing date of September 28, 2016, entitled "Rechargeable Dual Massage Apparatus"

(collectively, "the Patents");

WHEREAS HomElec has previously granted to Pado, Inc. ("Pado") having a place of business at 28340 Avenue Crocker #100, Valencia, California 91355, United States of America, an exclusive distributorship within the territory of the United States for products covered by the Patents;

WHEREAS HomElec and Pado (collectively, "the Parties"), at the time that they entered into the exclusive distributorship agreement, understood that the exclusive distributorship would constitute an exclusive license to the Patents within the United States including the right to enforce the Patents against infringers;

WHEREAS the Parties now wish to memorialize their exclusive license understanding, and to have a recordable instrument by which Pado can record within the United States Patent and Trademark Office (PTO) Pado's exclusive license in the Patents and its right to enforce the Patents throughout the United States;

### NOW THEREFORE:

For valuable consideration given, the receipt and sufficiency of which are hereby acknowledged, HomElec hereby grants to Pado an exclusive license to the Patents, including any patents which may issue in the future from pending Application No. 15/110,695 including from any divisional, continuation, continuation-in-part, and reexamination applications thereof and therefrom, throughout the United States, including the right to sue for past infringements.

**Enforcement.** Pado shall have the right but not the obligation to enforce the Patents in its own name.

In the event that Pado chooses not to enforce the Patents against an infringer, HomElec shall have the right but not the obligation to pursue such infringer at its own expense. In order to ensure that all necessary parties are joined in an enforcement action brought by HomElec, Pado agrees to be joined in such action(s) as a party plaintiff, at HomElec's sole expense, and to cooperate with HomElec in HomElec's enforcement efforts. HomElec shall reimburse Pado for all of Pado's expenses including attorney fees and out-of-pocket costs associated with any such enforcement actions initiated by HomElec.

**Termination.** This license may be terminated by either Party upon 30 days notice to the other Party. In the event that the license is terminated, Pado may, at its option, continue to seek damages and any other remedies available to Pado under the patent statutes for any infringements of the Patents that occurred prior to the date of termination.

**Successors.** This license shall inure to the benefit of any successors to substantially all of the businesses of the respective Parties.

HOMECLEC KOREA CO., LTD

By: 

Chris Chun, CEO

Dated: Nov. 7th, 2018

PADO, INC.

By: 

Steven Lee, its President

Dated: 11/7, 2018

Exclusive Patent License  
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